

TERMS AND CONDITIONS

THESE TERMS OF SERVICES IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER APPLICABLE LAWS THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES. THESE TERMS OF SERVICES DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

PLEASE READ THESE TERMS OF SERVICES CAREFULLY. BY USING THE PLATFORM, YOU INDICATE THAT YOU UNDERSTAND, AGREE AND CONSENT TO THESE TERMS OF SERVICES. IF YOU DO NOT AGREE WITH THE TERMS OF THESE TERMS OF SERVICES, PLEASE DO NOT USE THE PLATFORM OR SERVICES.

1. INTRODUCTION

1.1. GUVALA VENTURES PRIVATE LIMITED (CIN: U77100KA2026PTC215992), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at G.K. Reddy Mansions, No. 653/623/1, 2nd Stage, Vinayakanagar, Kudlu (V), Sarjapura (H), Bengaluru - 562125 (hereinafter referred to as "Guvala", "We", "Us" or "Our"), owns and operates the website available at _____ (the "Site") and its application (the "App") (collectively, the "Platform"). These Terms and Conditions ("Terms") constitute a binding legal agreement between Guvala and any individual or entity who accesses the Platform or makes use of any of Our services. All access and use of the Platform and the services thereon are governed by these Terms, the privacy policy available at _____ (the "Privacy Policy"), the user agreement available at _____ (the "User Agreement"), the cancellation policy available at _____ (the "Cancellation Policy") and the general usage rules ("General Usage Rules").

1.2. These Terms, read together with the Privacy Policy, User Agreement, Cancellation Policy, General Usage Rules and other such policies as Guvala may implement from time to time ("Governing Policies"), collectively create the legally binding terms and conditions on which Guvala offers to You or the entity You represent ("You", "User" or "Your") the Services as defined below, including Your access and use of Our Services.

1.3. Please read each of Governing Policies carefully to ensure that You understand each provision and before using or registering on the website or accessing any material, information, or availing services through the Platform. If You do not agree to any of its terms, please do not use the Platform or avail any services through the Platform. The Governing Policies take effect when You click an "I Agree" button or checkbox presented with these terms or, if earlier, when You use any of the services offered on the Platform (the "Effective Date").

1.4. Your use of the Platform is subject to the Terms and Conditions, which may be updated, amended, modified, or revised by us from time to time. To ensure that you are aware of any additions, revisions, amendments, or modifications that we may have made to these Terms and Conditions, it is important for you to refer to the Terms

and Conditions from time to time. The updated Terms and Conditions shall be effective immediately and shall supersede these. We shall not be under an obligation to notify you of any changes to the Terms and Conditions. You shall be solely responsible for reviewing the Terms and Conditions from time to time for any modifications. If you continue to use the Platform and/or Services after the updated Terms and Conditions have been published, it shall be deemed that you have read and understood and accept the updated Terms and Conditions. Any reference to Terms of Service herein shall refer to the latest version of the Terms of Service.

2. OUR SERVICES

- 2.1. Guvala is in the business of providing and lending on hire Electronic Vehicles (“EVs”) comprising of e-cars, e-bikes and e-scooters (“Vehicles”) to Users in temporary need of a vehicle for their personal use (“Services”).
- 2.2. The Services provided by Guvala under the Rental Plan (as defined in the User Agreement) comprises of several elements including:
 - 2.2.1. Automated self-serve rental system of Vehicles with ____ km running capacity in single charge (subject to best use and under best circumstances) and ____ batteries.
 - 2.2.2. Discretionary charging of the Scooter by the User, and
 - 2.2.3. Any other related equipment, personnel, services and information provided or made available by Guvala.
- 2.3. A User availing of Our Services shall be granted a limited, revocable, non-transferable license to use the Vehicle for personal, lawful and short-term transportation within specified operational areas.
- 2.4. The Services provided by Us are only within the city or location within which You rent the Vehicle (“Location”). You agree and acknowledge that you are renting the Vehicle and that ownership and title of the Vehicle remains with Guvala at all times, whereas you shall only have the right to use the scooter under the brand name of Guvala subject to these Terms. You further agree and acknowledge that the User is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You rent a Vehicle, that Scooter shall be used by You only, and You shall not allow other users to use the Scooter that You have rented. Subject to the laws of the Location., the e-bikes and e-scooters shall be rented by and used by individuals who are at least sixteen (16) years of age only (without prejudice to the foregoing, under the supervision of a parent or legal guardian in cases where the individual is below the age of eighteen (18)), and the e-cars shall be rented by and used by individuals who are at least eighteen (18) years of age only. If You falsify or misrepresent Your age, You and Your legal guardian shall bear full responsibility for all Claims (as defined below) related to such misrepresentation. The Rental Plan Services are subject to availability of the Vehicles and fulfilment of the terms of these Terms.

- 2.5. While You may use some sections/features of the Platform without registering with Us, to access Our Services, You will be required to register and create an account with Us.
- 2.6. Our Services are intended solely for Users who are, in case of renting and use of e-bikes and e-scooters, sixteen (16) years or older, and in case of renting and use of e-cars, eighteen (18) years or older, and satisfy the criteria as defined below. Without prejudice to the foregoing, Users below the age of eighteen (18) may use the Services, as far as they extend to the use and rent of e-bikes and e-scooters, only under the supervision of a parent or legal guardian. Any use of the Services by any person who does not meet these requirements is expressly prohibited. Any misrepresentation with regard to or circumvention of these requirements shall render the User liable to termination from the Platform and further legal action, as the case may be.
- 2.7. Eligibility Criteria:
 - 2.7.1. The User must have a valid driving license issued by the appropriate authority.
 - 2.7.2. The User must have a valid Aadhaar number, passport or other form of government issued identification document.
 - 2.7.3. The User must have not committed any major traffic violations in the preceding six (6) months.
 - 2.7.4. The User must not have been previously convicted of any crime.

3. REGISTRATION

- 3.1. To access and use the Services, You shall have to open an account on the Platform with a valid email address by providing certain complete and accurate information and documentation including but not limited to Your name, date of birth, an email address and password, and other identifying information as may be necessary to open the account on the Platform. Each User may open and maintain only one account on the Platform.
- 3.2. The documentation required to be provided by You shall be as per the User Agreement. Such list of documents may be updated from time to time in order to comply with Know Your Customer ("KYC") norms as may be issued by the appropriate authority.
- 3.3. Once You have created an account with us, You are responsible for maintaining the confidentiality of Your username, password, and other information used to register and sign into Our Platform, and You are fully responsible for all activities that occur under this username and password. Please immediately notify Us of any unauthorized use of Your account or any other breach of security by contacting Us at _____. If You interact with Us or with third-party service providers, You agree that all information that You provide will be accurate, complete, and current. You acknowledge that the information You provide, in any manner whatsoever, are not confidential or proprietary and does not infringe any rights of a third party.

- 3.4. By registering on the Platform, each User authorizes Guvala and Guvala reserves the right, in its sole discretion, to verify the documents submitted by such User through the Platform. Guvala may, in its sole discretion, use third-party services to verify the information You provide to Us and to obtain additional related information and corrections where applicable, and You hereby authorize Guvala to request, receive, use and store such information in accordance with Our Privacy Policy. Furthermore, Guvala reserves the right, at its sole discretion, to suspend or terminate the Services to any of the registered Users while their account is still active for any reason whatsoever.
- 3.5. You agree and acknowledge that neither Guvala nor any of its affiliates will have any liability towards any:
 - 3.5.1. User for any unauthorized transaction made using any username or password;
 - 3.5.2. Personal belongings which is claimed by the User to be lost or stolen once the booking period ends; and
 - 3.5.3. The unauthorized use of Your username and password for your Platform account could cause you to incur liability to Guvala and any other person affected by such unauthorized use.

4. FEES

- 4.1. We agree to rent to You, and You agree to rent from Us, the Vehicles through the Services subject to these Terms and at a Rent in accordance with the Rental Plan plus applicable Goods and Services Tax ("GST") as set forth below, which is subject to applicable sales taxes and other local government charges and which may be modified from time to time at our sole discretion. The rates may vary between Locations and will be displayed on the App.
- 4.2. The User shall pay the total Rent Fee (as described below) for the Rental Period as per the Rental Plan at the time of renting the Vehicle. The User shall also deposit an amount of Security Deposit with us at the time of availing the Rental Plan.
- 4.3. Any payment of Rent Fee, Security Deposit, service costs, mechanic charges, repair costs, and any and all charges in relation to the Services shall be payable through online mode.
- 4.4. You agree to pay all of Our costs of collection, including, without limitation, reasonable attorneys' fees, if you do not pay amounts owed hereunder when due. If You fail to pay any of the required fees or charges within a reasonable amount of time during the Rental Period, We reserve the right to automatically lock the Vehicle.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. You acknowledge and agree that Your use of the Services grants You temporary access to the Vehicle and that Your use of the Vehicle shall not exceed the duration of the Rental Plan. Any Vehicles not returned within two (2) hours of the completion of

the Rental Period will be deemed stolen or lost, and We reserve the right to lock the Vehicle.

- 5.2. You shall have absolute liability for any and all matters in connection with or arising out of Your use of the Vehicle until the Vehicle is returned to Us. You assume full responsibility for the care and maintenance of the Vehicle during the Rental Period.
- 5.3. If the Vehicle is damaged, stolen, impounded by court, police, state or central authority and/or any government authority/department, lost or is subject to any offence, accident or any dispute during the Rental Period, You shall be absolutely liable for the recovery of damaged, stolen, or lost Vehicle and in case of non-recovery You shall be liable to compensate Guvala with the full cost of the Vehicle and related accessories as the case may be, and You shall immediately report any such damage, theft or loss to Us through the App.
- 5.4. You shall compensate Guvala if the Vehicle (inclusive of all parts and not limited to the outer body of the Vehicle) and/or battery is damaged (excluding damage from normal wear and tear), stolen or lost during the Rental Period.
- 5.5. Operation or use of a Vehicle by any minor is expressly prohibited. If You allow a minor to use the Vehicle, You shall be responsible for any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgements, suits and/or disbursements of any kind or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown.

6. SUBSCRIPTIONS

- 6.1. The Rental Fee (or subscription fee) is the fee at the time You choose your subscription plan on the App. We reserve the right to modify subscription fees periodically. We will automatically bill and charge You at the beginning of the term of the Rental Period.
- 6.2. If available in your area, You may rent a Vehicle on an agreed schedule published in the Application by paying the subscription or Rental Fee. Your subscription will begin on the date of full payment (Rental Fee and Security Deposit) is received and Your subscription will continue till the Rental Period. You can subscribe for up to one (1) Vehicle at a time. You may also subscribe for additional batteries by paying the additional fees provided in the App.
- 6.3. We reserve the right to modify, terminate or otherwise amend any subscription terms.
- 6.4. You have the right to terminate the Services, provided that termination shall result in Your forfeit of the Rental Fee and You shall not be entitled to refund for the unused portions of the term. We may also cancel Your subscription if You fail to pay the amounts due, or if You are in material breach of the Governing Policies.

6.5. The Security Deposit is refundable subject to deductions of service cost, mechanic charge, repair cost, and any or all charges, etc in relation to this Services as per these Terms.

7. VEHICLE USAGE TERMS

7.1. The Vehicle shall be driven only by the User and used in a prudent and careful manner solely for the User's personal use within the specified Location, in strict compliance with the requirements of the applicable laws of India and the Governing Policies ("Permitted Use").

7.2. Other than the Permitted Use, all other uses of the Vehicle by the User and/or any other person(s) directly or indirectly acting through, authorised by or on behalf of the User), are strictly prohibited (the "Prohibited Uses") and shall result in immediate termination of the subscription without any notice to the User.

7.3. Before using the Vehicle, You shall conduct a basic safety inspection of the Vehicle which includes: (i) condition of the wheels; (ii) safe operation of the brakes and lights (iii) good condition of the frame; (iv) sufficient battery charge power; and (v) any sign of damage, unusual or excessive wear and tear, or other mechanical problems.

7.4. You acknowledge and agree that at the time of taking the Vehicle, You have duly inspected and approved the Vehicle to Your satisfaction.

7.5. You agree not to ride the Vehicle if there are any noticeable issues, and to immediately notify Guvala about the problem. If You discover a defect during Your rental, You agree to promptly and safely stop riding the Scooter and to report it to Us prior to the end of the rental period.

7.6. If You leave a Vehicle unattended at any time for any reason, You are responsible for securing and locking the Vehicle through the App to protect against theft of the Vehicle.

7.7. At the time of return of the Vehicle our team will inspect the condition of the Vehicle and the other equipment provided in connection with the Vehicle to determine whether the Vehicle and other equipment/accessories are in the same condition as it was at the commencement of the Rental Plan, and accordingly will decide on deduction of charges, if any, from the Security Deposit, subject to normal wear and tear.

7.8. At the end of the Rental Period, You agree to return the Scooter along with all the accessories and equipment provided at the beginning of the Rental Plan to the predefined centre. In the event We permit return of the Vehicle to any location other than the specific centre, additional fees will be charged accordingly and You agree to secure the Vehicle as specified above and return the Vehicle only to the specified location as permitted. You agree to refer to the App for further requirements for

returning the Vehicle and to comply with any and all such requirements and instructions.

- 7.9. In the event You require renewal of the Rental Plan, the Services shall be renewed based on an updated rental fee, any additional charges as applicable and as per the updated Governing Policies.

8. ASSUMPTION OF RISK AND INDEMNIFICATION

- 8.1. The Vehicle is rented to You "as is" and all Services are provided "as available" without any warranty, express or implied, including warranties of merchantability or fitness for any particular purpose.
- 8.2. You hereby acknowledge and assume all risks of using the Services. You acknowledge that riding the Vehicle is inherently dangerous and carries with it the potential for serious bodily injury, permanent disability, paralysis and death, and property damage and loss. You acknowledge and agree that it is Your responsibility to determine whether You are sufficiently fit and healthy enough to safely use the Services and to ride the Vehicle, which you elect voluntarily. You have no physical or medical condition that would endanger You or others if you use the Services or would interfere with Your ability to safely use the Services. You also certify that You have not been advised against riding bikes or scooters or any other activity related to the Services by any health professional. You understand and acknowledge that there may be heavy vehicle and pedestrian traffic. You assume all other risks associated with using the Services and the Vehicle including, without limitation: falls; dangers of collision with vehicles, pedestrians, and fixed objects; dangers arising from surface hazards, equipment design failure, and inadequate safety equipment; hazards posed by vehicles, pedestrians, and other cyclists; and weather conditions. You understand that you will be using the Services at Your own risk, that you are responsible for the risks of using the Services, and that your use of the Services is fully voluntary.
- 8.3. During the subsistence of the Rental Period, the User shall, at all times, indemnify, defend, hold harmless and keep indemnified, Guvala, its affiliates and their respective directors, officers, employees, shareholders, agents, attorneys, assigns and successors-in-interest against all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses arising out of or attributable to:
- 8.3.1. any losses, costs, charges or expenses (including between attorney and Guest and costs of litigation) or outgoings which Guvala shall certify as sustained or suffered or incurred by Guvala as a consequence of occurrence of default under the Terms and/or the Governing Policies.
- 8.3.2. any loss, cost, charge, claim, damage, expense or liability that Guvala may suffer as a result of any representation or warranty made by the parties in connection with these Terms and/or the Governing Policies being found to be materially incorrect or misleading.

- 8.3.3.any losses, claims, damages, expenses, liability for any death, injury or damage to any person or property that Guvala may suffer/incur arising directly or indirectly from the listed vehicle or its use under the Governing Policies, whether caused wilfully or as a result of rash and negligent driving or any malicious act.
- 8.3.4.any claim for breach of intellectual property rights arising in connection with the Services and/or any other services provided by Guvala.
- 8.3.5.liability and costs incurred by Guvala in connection with any claim arising out of Your use of the platform or otherwise relating to the business We conduct on the platform (including, without limitation, any potential or actual communication, transaction or dispute between You and any other User or third party), any content posted by You or on Your behalf or posted by other Users of Your account to the website, any use of any tool or service provided by a third party provider, any use of a tool or service offered by Us that interacts with a third party website, including without limitation any social media site or any breach by You of these terms or the representations, warranties and covenants made by You herein, including without limitation legal fees and costs.

9. TERMINATION

- 9.1. These Terms shall continue to apply and shall remain valid till the time the concerned party continues to use the Services through its Platform or is terminated by either You or Guvala.
- 9.2. Guvala may, in Our sole discretion and without any prior notice or cause, unilaterally terminate Your right to use the Services. You may terminate Your use of the Services by: (i) closing Your account on the Platform, where such option is available to You, as the case may be; or (ii) discontinuing any further use of the Platform. Any such termination shall not cancel Your obligation to pay for the Services and/or any other services already obtained from Us and/or the Platform or affect any liability that may have arisen under the Governing Policies.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1.The “Guvala” name and logo and all related product and service names, design marks and slogans are the trademarks, logos, or service marks (“Marks”) of Guvala Ventures Private Limited. All other Marks provided on the Platform are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Platform. Access to the Platform does not authorize anyone to use any Marks in any manner. Marks displayed on the Platform, whether registered or unregistered, of Guvala or others, are the intellectual property of their respective owners, and Guvala shall not be held liable in any manner whatsoever for any unlawful, unauthorized use of the Marks.
- 10.2.Guvala and its suppliers and licensors expressly reserve all the intellectual property rights in all text, programs, products, processes, technology, content, software, and other materials, which appear on the Platform, including its looks and feel. The compilation (meaning the collection, arrangement, and assembly) of the content on the

Platform is the exclusive property of Guvala. Consequently, the materials on the Platform shall not be copied, reproduced, duplicated, republished, downloaded, posted, transmitted, distributed, or modified in whole or in part or in any other form whatsoever, except for Your personal, non-commercial use only.

10.3.No right, title or interest in any downloaded materials or software is transferred to You as a result of any such downloading or copying, reproducing, duplicating, republishing, posting, transmitting, distributing, or modifying.

10.4.All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, video clips, and written and other materials that are part of the Platform (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Platform for Your personal use only. We also grant You a limited, revocable, non-transferable, and non-exclusive license to create a hyperlink to the home page of the Platform for personal, non-commercial use only. Any other use, including the reproduction, modification, distribution, transmission, re-publication, display, or performance, of the Contents on the Platform is strictly prohibited. Unless Guvala explicitly provides to the contrary, all Contents are trademarked, trade dressed and/or other intellectual property owned, controlled, or licensed by Guvala, any of its affiliates or by third parties who have licensed their materials to Guvala and are protected under Indian Intellectual Property Laws.

11. MISCELLANEOUS

11.1.Entire Agreement: Unless otherwise specified herein, the Governing Policies constitute the entire agreement between You and Guvala with respect to the Platform and the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written.

11.2.Waiver: The failure of Guvala to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.

11.3.Severability: If any provision or part of a provision of this Agreement is held unlawful, void or unenforceable, the validity of the remaining portions or provisions of this Agreement shall remain in full force and effect.

11.4.Governing Law and Jurisdiction: This Agreement shall be governed by and construed and enforced in accordance with the laws of India. The courts of Bengaluru, Karnataka shall have exclusive jurisdiction over disputes arising out of this Agreement.

11.5.Assignment: The User shall not be entitled to assign (in whole or in part) these Terms or any of their rights or obligations hereunder, without prior written consent of Guvala, which may be given at Guvala's own discretion.

11.6.Force Majeure: Notwithstanding anything contained in this Agreement, Guvala will not be liable for any failure to perform services, for any delay or failure to perform its

obligations hereunder, if such delay or failure is due to causes beyond its control, including, without limitation, strikes, riots, wars, fires, epidemics, pandemic, lockdown, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental authority.

YOU HEREBY AFFIRM THAT (I) YOU ARE AT LEAST 16 YEARS OF AGE, (II) YOU HAVE THE LEGAL AND MENTAL CAPACITY TO UNDERSTAND THESE TERMS, AND (III) YOU HAVE READ AND AGREED TO THESE TERMS, FULLY UNDERSTAND THEIR CONTENT, AND INTENTIONALLY AND VOLUNTARILY ACCEPT THEM.

ANNEXURE - I

PAYMENT TERMS AND FEES STRUCTURE:					
SL NO.	DURATION	AMOUNT PER DAY(INR)	AMOUNT PER MONTH (INR)	TOTAL (INR)	SECURITY DEPOSIT (INR)
1	Per Day		---		
2	Monthly				
3	Quarterly				